

SECOND AMENDMENT AND REINSTATEMENT TO THE LIMITED ACCESS AGREEMENT

(MICHIGAN APARTMENTS AND PLAZA)

THIS SECOND AMENDMENT AND REINSTATEMENT TO THE LIMITED ACCESS AGREEMENT (this "**Second Amendment**") is made and entered into as of the 18th day of August, 2008 (the "**Second Amendment Date**"), by and among AIMCO MICHIGAN APARTMENTS, LLC, having an address at 4582 South Ulster Street Parkway, Suite 1100, Denver, Colorado 80237 (the "**Seller**"), and GENNX HOUSING FUND VI, LLP and GENNX HOUSING FUND VII, LLP, having a principal address at 115 S. Lafayette Blvd., Suite 101, South Bend, Indiana 46601 (collectively, the "**Potential Purchaser**").

Recitals:

WHEREAS, Seller and Potential Purchaser are parties to a Limited Access Agreement for Multiple Properties dated as of August 1, 2008, as amended and reinstated by a First Amendment and Reinstatement to the Limited Access Agreement dated August 11, 2008 (collectively, the "**Agreement**"), permitting Potential Purchaser to enter the Property, conduct Inspections, and otherwise perform due diligence while a purchase and sale agreement ("**Purchase Contract**") is being negotiated by the Seller and Potential Purchaser, all subject to the terms and provisions therein.

WHEREAS, Seller and Potential Purchaser desire to further amend and reinstate the Agreement in order to extend the Termination Date on the terms set forth below.

NOW, THEREFORE, in consideration of the Agreement, the covenants, promises, agreements, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Agreement:

1. **Reinstatement.** The Agreement is hereby reinstated, as amended herein, ratified and affirmed and is effective as of the Second Amendment Date as if the termination had not occurred.

2. **Termination Date.** The Termination Date of the Agreement is hereby extended to August 22, 2008. The Agreement and this Second Amendment shall automatically terminate without further notice or execution of any documentation by Seller and/or Potential Purchaser on the Termination Date. Notwithstanding the foregoing to the contrary, Seller or Potential Purchaser may terminate this Agreement at any time for any reason (or for no reason whatsoever) in such party's sole discretion by delivering written notice to the other party. If Seller and Potential Purchaser have entered into the Purchase Contract prior to the Termination Date, then the provisions of the Agreement, as amended, shall be merged with the provisions of the Purchase Contract; provided, however, that in the event of any inconsistency between the

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MEADOWS APARTMENTS AND MICHIGAN PLAZA

terms of the Agreement, as amended, and the Purchase Contract, the terms of the Purchase Contract shall prevail.

3. Ratification of Agreement. All terms and provisions of the Agreement not specifically modified or amended by this Second Amendment shall remain in full force and effect, and the Agreement, as expressly modified herein, is hereby ratified, confirmed and approved in all respects by the parties hereto.

4. Miscellaneous. The following provisions shall apply with respect to this Second Amendment:

a. Capitalized terms used, but not otherwise defined, herein shall have the same meaning as ascribed to such terms in the Agreement.

b. In the event of any conflict between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.

c. This Second Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier or electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered thereafter.

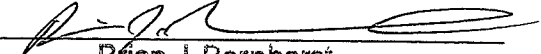
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IN WITNESS WHEREOF, Seller and Potential Purchaser have entered into this Second Amendment as of the date written above.

SELLER:

AIMCO MICHIGAN APARTMENTS, LLC,
a Delaware limited liability company

By: AIMCO/BETHESDA HOLDINGS, INC.,
a Delaware corporation,
its member

By: 
Name: Brian J. Bornhorst
Title: Vice President

[Potential Purchaser's signature appears on next page]

[Potential Purchaser's signature to Second Amendment and Reinstatement to the Limited Access Agreement]

Potential Purchaser:

**GENNx HOUSING FUND VI, LLP,
an Indiana limited liability partnership**

By: Kevin Krumholz
Name: KEVIN KRUMHOLTZ
Title: PARTNER

**GENNx HOUSING FUND VII, LLP,
an Indiana limited liability partnership**

By: Kevin Krumholz
Name: KEVIN KRUMHOLTZ
Title: PARTNER